

**AWARD DATA**

Orders May Be Placed Through 9/11/05

Noxious Weed Control, Indefinite-Delivery, Indefinite-Quantity

Ordering Agencies:

BLM OR/WA , Bureau of Indian Affairs, Fish and Wildlife Service,  
National Park Service and USDA, Forest Service

BLM Contract No.:

HAC025T00

Contractor:

ARC Pest Control, PO Box 21, Christmas Valley, OR 97641

BLM contact:

Myrna Jungling, Contracting Officer 503-808-6225

Contractor contact:

Perry Watson, Phone 541-576-2084, FAX 541-576-2104

For Wage Determination, contractors' technical approach, Maps and Site List Contact:

Tom Fulton, 503-808-6230

## SECTION B - SCHEDULE OF ITEMS

This is a three-year indefinite-delivery, indefinite-quantity contract for noxious weed control primarily in Lake and Klamath counties. The quantities listed are the estimated acres anticipated to be ordered by the Bureau of Land Management (BLM) throughout the contract. Contracting Officers from the BLM, Bureau of Indian Affairs, Fish and Wildlife Service, National Park Service and USDA, Forest Service are authorized to issue task orders (TO's) against this contract. Offerors shall enter a unit price for each item of treatment zone listed below, then multiply the unit price by the estimated quantity to obtain the total amount. These prices will be used to determine the price for each TO. Each treatment site identified on the TO will be assigned a level of difficulty as defined in Section C.2.0.

<u>Bid Item</u>	<u>Treatment Description</u>	<u>Est. Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
1	Zone A - Noxious Weed Control				
	1A) Level 1 Difficulty	100	AC	\$_____	\$_____
	1B) Level 2 Difficulty	100	AC	\$_____	\$_____
	1C) Level 3 Difficulty	100	AC	\$_____	\$_____
TOTAL OFFER ITEM NO. 1A- 1C					\$_____
2	Zone B - Noxious Weed Control				
	2A) Level 1 Difficulty	200	AC	\$_____	\$_____
	2B) Level 2 Difficulty	200	AC	\$_____	\$_____
	2C) Level 3 Difficulty	200	AC	\$_____	\$_____
TOTAL OFFER ITEM NO. 2A - 2C					\$_____
3	Zone C - Noxious Weed Control				
	3A) Level 1 Difficulty	200	AC	\$_____	\$_____
	3B) Level 2 Difficulty	200	AC	\$_____	\$_____
	3C) Level 3 Difficulty	200	AC	\$_____	\$_____
TOTAL OFFER ITEM NO. 3A - 3C					\$_____

AC = Acre

## SECTION B - SCHEDULE OF ITEMS (Continued)

### QUALIFICATION OF OFFER

An offeror may qualify its offer to limit the number of items to be considered for award under this solicitation. Insert the maximum number of items below.

    All    Item(s)

PERFORMANCE TIME: Three (3) years from date of award

ESTIMATED START WORK DATE: July 22, 2002

### ANNUAL ECONOMIC PRICE ADJUSTMENT

Offerors wishing to propose revised prices in successive years shall state in the spaces below the economic price adjustment percentages to be used by the Government to compute future year prices, to be effective for the second and third year. For instance, a 3% economic price adjustment factor is shown as 3% (rather than 103% or 1.03). Note that the economic price adjustment percentage can be either negative or positive. The factors stated will be compounded annually. If no percentage is entered, future year prices will be the same as base year prices. Offeror's economic price adjustment percentage(s):

2nd Year     3%      
3rd Year     3%    

### MINIMUM GUARANTEE

The minimum guarantee awarded will be \$20,000 for all awards in combination.

### MAXIMUM ORDER LIMITATION

The Contractor's maximum order limitation is \$150,000. After award, TOs may be placed by the Government. All TOs will be placed no later than three (3) years from date of award. The date of the TO placed by the Government will determine the prices for each year as specified above. The total value of all TOs issued annually will not exceed \$200,000.

The Contractor may limit the maximum dollar value of TOs it is willing to accept from all ordering offices within a 30-calendar day period. The Contractor's maximum order limitation for a 30-calendar day period is \$\_\_\_\_\_ (Insert order limitation equal to or greater than \$150,000. Maximum is \$200,000 if no amount is shown.)

## SECTION B - SCHEDULE OF ITEMS (Continued)

### EVALUATION FOR AWARD

For evaluation purposes only, award will be made by item based on the total of the base year plus the economic price adjustment percentages for the two additional years. The Government may make single or multiple contract awards to two or more sources under this solicitation in accordance with Section L, Instructions, Conditions, and Notices to Offeror, Provision 52.216-27. Award will be made in accordance with Section L, Instructions, Conditions and Notices to Offeror, Clause 52.215-1, Instructions to Offerors—Competitive Acquisition and Section M, Evaluation and Award Factors.

THIS PROCUREMENT IS SET ASIDE FOR SMALL BUSINESS CONCERNS.

REFER TO SECTION I, CLAUSES 52.216-18 ORDERING, 52.216-19 TASK ORDER LIMITATIONS, AND 52.216-22 INDEFINITE QUANTITY.

The Sample TO (See Section J) is a sample order and given for illustration only.

## SECTION C -SPECIFICATIONS APPLICABLE TO INDEFINITE-DELIVERY, INDEFINITE-QUANTITY NOXIOUS WEED CONTROL

### C.1.0 GENERAL

#### C.1.1 Introduction

- C.1.1.1 The Bureau of Land Management (BLM) is acquiring noxious weed treatment on selected sites on the Lakeview District, BLM and Forest Service lands. The work consists of mechanically or chemically controlling noxious weeds at sites located primarily in Lake and Klamath counties.

#### C.1.2 Background

- C.1.2.1 Current federal laws require agencies to control noxious weeds and prevent the further spread of noxious weeds. Noxious weed control of selected sites is necessary to protect native and desirable plant communities from being invaded by noxious weeds. Noxious weed treatment within these counties will help prevent spread onto other private, county, state and federal lands.

#### C.1.3 Scope

- C.1.3.1 The objective of this effort is to acquire noxious weed control on an estimated 233 sites (approx. 500 acres). Approximately 60% of the weed treatment sites are along roadsides. Most sites range from a few plants (0.1 acre) to numerous plants up to 60 acres in size.

#### C.1.4. Applicable Directives

- C.1.4.1 Lakeview Resource Area Environmental Analysis (EA), 1994; Fremont National Forest EA, 1998; Noxious Weed Environmental Impact Statement (EIS) Record of Decision, 1986; National Forest EIS; U.S. Fish and Wildlife Biological Opinion (Ref: 1-7-96-1-250), Federal, State and local laws, regulations and ordinances regarding transportation, mixing, application and disposal of herbicides. U.S. Fish and Wildlife Biological Opinion specific requirements are as follows:
- a. Prevent contamination of waters, herbicides shall not be applied within 50 feet of water, including wetland and riparian areas, when precipitation is predicted in 12 hours. The herbicide picloram shall not be applied when widespread precipitation is predicted within 24 hours. Picloram shall not be used in pine plantations.
  - b. Picloram shall not be applied within 50 feet of any stream, spring, seep, or lake when using a vehicle with boom. Between 10 and 50 feet from water, picloram may be applied with a hand gun. No picloram shall be applied within 10 feet of any stream, spring, seep, or lake. Only glyphosate shall be applied within 10 feet of water and must be backpack dripped or wiped on. If the high water mark is farther than 10 feet from the water then only glyphosate shall be applied and must be dripped or wiped on.

- c. Whenever a specification, State or Federal law, or label direction has a contradiction, the most stringent requirement shall take precedence. Notwithstanding C.1.4.1(b), picloram shall not be applied within 300 feet of any stream, spring, seep, or lake in watersheds containing listed fish species, i.e., the Warner watershed. The only waters exempt from the 300-foot buffer are waterholes/dirt tanks.

C.1.5 Location and Description

- C.1.5.1 Vicinity maps showing sites are attached in Section J. Charts listing individual units with legal descriptions and landmarks are also attached in Section J.

C.1.6 Access to Sites

- C.1.6.1 Work may be reached by improved gravel and unimproved dirt roads which are accessible to the public by standard two-wheel and four-wheel drive pickups. Chains and mud and snow tires may be required. Some treatment areas are located off existing roads and require foot travel of up to 1/2 mile.

- C.1.6.2 In case of inaccessibility due to snow, mud, washouts, rock, slides, or fallen trees, the Government may : (1) provide an alternative route; (2) delete the inaccessible site(s) (3) clear the blockage; or (4) substitute a similar site.

- C.1.7 Prewrite Conference - A prework conference will be held prior to the start of work. The Contractor shall be notified in advance of meeting time, date and place. The purpose of the meeting will be to ensure a clear understanding of the scope of the contract, documentation requirements, and inspection schedules.

C.2.0 DEFINITIONS

Broadcast Spraying - Any herbicide applied aerially or with a boom mounted on a motorized vehicle or backpack sprayer.

Controlled - Weeds showing a dead root system after treatment.

Dye - Liquid or tablet chemical coloring agent added to herbicide tanks to result in a blue color.

Herbicides - Chemicals including only 2,4-D (BLM use only), glyphosate, picloram, and dicamba; in EPA registered formulations.

Levels of Difficulty -

Level 1: Access to the unit boundary is 100' (horizontal distance) or less from the roadside.

Level 2: Access to the treatment site is a distance of 100' to 1/4 mile (horizontal distance) from the roadside by ATV or walking.

Level 3: Access to the treatment site is greater than 1/4 mile from the roadside and due to terrain, access is restricted to walking.

Noxious Weed - Plant classified by Federal, State or county jurisdictions as noxious as listed on Attachment J-1.

Site - Location at least 0.1 acre in size identified on contract maps that require treatment.

Task Order (TO) - A funded directive placed by a contracting officer specifying areas to conduct contract work.

Zones -

Zone A: All BLM administered lands in Lake County, east of Highway 395. (see Section J, attached map)

Zone B: All BLM administered lands in Lake County, west of Highway 395.(see Section J, attached map)

Zone C: All Lakeview and Bly Ranger Districts of the Fremont National Forest and all BLM land in Klamath County (see Section J, attached map)

#### C.3.0 CONTRACTOR-FURNISHED PROPERTY AND SERVICES

C.3.1 The Contractor shall furnish all labor, equipment, supervision, supplies (except those designated as Government-furnished) and incidentals to perform all work as set forth in the specifications.

C.3.2 Herbicide formulations proposed for use at least 30 days prior to application date.

#### C.4.0 GOVERNMENT-FURNISHED PROPERTY

C.4.1 The Government will furnish to the Contractor the following materials, supplies, property, or services. The Contractor shall be liable for all loss or damage to such Government Furnished property until completion and final acceptance of work. All items will be available during normal working hours at each site listed in C.4.2.

C.4.2 The Government will provide the following at the prework conference or make available for review at the Lakeview District Office or the Fremont/Winema National Forest:

- a. Pesticide Application Record forms.
- b. Pesticide flags to place at treated sites
- c. List of designated water sources for filling tanks
- d. Approximately 20"x24" project location maps with each task order
- e. Lakeview Resource Area Environmental Assessment (EA) (available for review)
- e. Fremont National Forest EA (available for review)
- f. Noxious Weed EIS Records of Decision, BLM and Forest Service
- g. U.S. Fish and Wildlife Biological Opinion (Ref: 1-7-96-1-250)
- h. Interim Management Policy and Guidelines for Lands Under Wilderness Review

C.5.0 SPECIFIC TASKS

C.5.1 Mechanically and/or chemically control noxious weeds as described in the contractor's technical proposal unless an alternative method is submitted and approved by the Government in advance of treatment. Determine the most economical and efficient method of treatment for the species encountered unless otherwise directed by the Government. Weeds mechanically treated shall be removed from the site and, if seeds have formed, brought to the Lakeview Interagency Office for incineration. Mix herbicide at sites already devoid of vegetation, such as gravel pits and roads, to reduce loss of vegetation in case of spill. Use a backflow drafting device on spray pumper when Government water sources are used to prevent possible contamination. Add dye to the herbicide mix.

C.5.2 Place a pesticide flag at each site, and ribbon flagging each 100 feet (measured horizontally) around the perimeter of each site. Note with a waterproof marker with the application date, applicator's name, site number, and method (chemical and/or manual).

C.5.3 Be alert for additional sites. Report newly discovered sites (See Section J, Attachment 2) to the Government. If treatment is desired by the Government, a TO may be issued to order the treatment at the prices indicated on the Schedule of Items.

C.5.4 Field Work Documentation

C.5.4.1 Complete a Pesticide Application Record (PAR) while at each site. (See Attachment 1, Section J). Provide a PAR to the Government no later than one week after completion of each treatment at each site.

C.5.4.2 Complete an updated annual work progress schedule, and submit to COR at least 30 days prior to beginning field work showing proposed workforce, scheduled site treatments, and estimated completion date. Document all field sites, methods and pesticide usage as specified in the PAR. Document GPS location of the point of entry of each site in UTM coordinates (see Section J)



C.5.4.3 Document new noxious weed infestation areas (see Section J, Noxious Weed Population Report). This information shall be provided to the Government within 5 working days of discovery.

C.5.4.4 Approved herbicides:

- a. Currently, only glyphosate, dicamba, picloram and 2,4-D, and tank mixes 2,4-D + picloram and 2,4-D + dicamba are approved for use on BLM lands. An effort is underway to lift a court injunction to allow additional herbicides on BLM lands. If the injunction is lifted, the additional herbicides will be available for use.
- b. Only the herbicides glyphosate, dicamba, and picloram are approved for use on USFS lands.

C.5.4.5 Timeframes for Submitting Documentation

Process	Who	When
Work plan for TO treatment sites	Contractor	every two weeks
PAR submission	Contractor	weekly
Release list of treated sites that are ready for the government inspection	Contractor	Contractor choice (give ample time for chemical treatment to show)
Inspection	Government	Within 10 calendar days from contractors release date
Notify Contractor of any rework sites	Government	Within 2 calendar days after government's inspection
Invoice submitted	Contractor	Within 2 weeks of government acceptance date
Invoice processed	Government	Within 2 working days of invoice receipt date

C.5.5 Resource Protection

C.5.5.1 Take all practical precautions while working to minimize soil damage, and damage or destruction of sensitive or endangered species (plants and animals) and archeological resources. The work is limited as follows:

- a. Utilize existing roads to fullest extent without creating new roads.

- b. Utilize foot or ATV travel as the main mode of travel to treatment sites where off-road travel is necessary.
  - c. All roads (public and private) damaged or opened by the Contractor shall be restored at no cost to the Government to their condition prior to commencement of work.
- C.5.5.2 Perform services in a manner that will minimize impact on non-target plants. If the contractor expects damage to non-target plants, contact the COR in advance of treatment to discuss situation.
- C.5.5.3 The Government may issue a suspend work and/or, partially terminate any portion of the work due to discoveries of sensitive, threatened, endangered species or archeological sites during contract operations.
- C.5.5.4 Fire precautions shall be met for each agency.

## SECTION E - INSPECTION AND ACCEPTANCE

### 52.246-4 INSPECTION OF SERVICES - FIXED-PRICE

(AUG 1996)

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

#### E.1.0 INSPECTION

##### E.1.1 Inspection Plan

E.1.1.1 The Government will inspect completed work as a basis for acceptance and payments, and to provide recommendations to improve quality while work is in progress. The Government will conduct inspections as described below. The Contractor shall be responsible for providing quality control to assure that work complies with requirements of contract specifications.

E.1.1.2 All work included in the contract specifications shall be subject to inspections by the Government at periodic intervals during the performance of this contract. Inspections

are for the sole benefit of the Government and shall not release the Contractor from the responsibility of providing quality control measures to assure that the work strictly complies with the contract requirements.

E.1.2 Field Inspection

E.1.2.1 The Government will visually inspect every site for coverage and formally inspect one-half of the area (up to 100 square meters) of each unit on 50% or more of the completed treatment sites. The Government will randomly select the time and place of the inspection without the Contractor's advance knowledge. The selected sample plots will be distributed across all weed species over a range of site sizes. Plot size may vary depending on size of infestation.

E.1.2.2 The Government will walk through the treated areas evaluating unit conditions, collateral damage and ensure no noxious weeds were overlooked. A weed treatment site must meet or exceed 75% control to pass government inspection, based on dividing the number of satisfactorily treated noxious weeds (to ensure control) by the number of noxious weeds found throughout the inspected area.

E.1.2.3 Percent control will be determined by post treatment inspections. Inspection protocol will consist of one transect per site with plants extracted along each transect at regular intervals. The extracted plants will be inspected for signs of root death and vascular stress to determine if they are likely to be controlled. Species in the mustard family will only be inspected for damage to the above ground portion of the plant. The control target is defined as meeting the desired result of at least 75% control on each treatment site of the TO. No payment will be awarded for less than 75% control per treatment site.

E.1.2.4 The Contractor shall retreat any site that does not meet the 75% expectation. If the inspection reveals the need for rework, the Government will notify the Contractor within two days in writing or e-mail. All rework shall be completed prior to proceeding with new areas.

E.2.0 ACCEPTANCE

Final acceptance will be based upon 75% control of the weed treatment sites on a site-by-site basis for each TO.

E.2.1 Documentation - All documentation of completed treatment areas shall be submitted to the Government at the appointed time. The Government will inspect all documentation for legibility and consistency in reporting style. Any submittals not meeting these requirements will be returned and re-done.

E.3.0 BASIS OF PAYMENT

E.3.1 Payment for all accepted treatment sites will be made at 100% of the specified rate shown on the Schedule of Items.

E.3.2 The Contractor may, at any time during the course of the contract, request remeasurement of any project area that the acreage stated in the contract is felt to be incorrect. If remeasurement indicates that a variance of 5% or less exists, the Contractor will pay for the actual cost of the remeasurement. Under this condition, payment for the project area will be made on the acreage stated in the contract. If remeasurement indicates the actual variance is greater than 5%, payment for the project area will be based on the remeasured acreage.

E.3.3 An incentive payment of 5% will be made if an average of 90% control has been achieved for all inspected and accepted treatment sites for each TO issued.

E.3.3.1 Sample Computation of Incentive

SAMPLE COMPUTATION OF INCENTIVE ACHIEVED				SAMPLE COMPUTATION OF INCENTIVE NOT ACHIEVED			
Site	% Control	Acres	Points	Site	% Control	Acres	Points
Site 1	95%	10	950	Site 1	75%	10	750
Site 20	90%	5	450	Site 20	85%	5	425
Site 35	95%	.1	9.5	Site 35	95%	.1	9.5
Site 37	85%	2	170	Site 37	95%	2	190
Site 44	90%	1	90	Site 44	75%	1	75
Total		18.1	1,669.5	Total		18.1	1449.5
Average (% Control = 1,669.5 points divided by 18.1 acres) = 92.24% Control				Average (% Control = 1,449.5 points divided by 18.1 acres) = 80.1% Control			

E.4.0 INVOICES - Send invoices to the attention of the COR at the following address:

Bureau of Land Management  
Lakeview Resource Area  
1301 South G Street  
Lakeview, OR 97630

## SECTION F - DELIVERIES OR PERFORMANCE

### F.1.0 CONTRACT TIME

The Contractor shall begin work within five (5) calendar days from the effective date of the notice to proceed for each TO issued. The Contractor shall continue performance of the work under the contract without delay or interruption except by causes beyond his control as defined by contract clauses, or by the receipt of a "Suspend Work Order" issued by the Government. Failure to do so may be cause for action under the "Default" clause. The Contractor shall complete all work required within the time specified in the TO.

### F.2.0 TASK ORDERS

TOs may be placed throughout the contract by the CO at the prices listed on the Schedule of Items. COs for agencies identified on the Schedule of Items may also place orders. The CO will consider price and past performance on this and previous contracts in determining placement of TOs. When past performance histories of awarded contractor are considered relatively close, price will be a major selection factor. The level of difficulty for each item of work ordered will be determined by the Government in accordance with the definitions in Section C.2.0.

### F.3.0 SCHEDULE

F.3.1 The treatment sites shall be completed within the number of calendar days as indicated in each TO, from the effective date of the Notice to Proceed (NTP). The time allowed will be 20 calendar days plus one calendar day for each 10 acres total on each task order. Separate task orders will be issued for spring, summer and fall treatment.

## SECTION G - CONTRACT ADMINISTRATION DATA

### G.1.0 CONTRACTING OFFICER'S REPRESENTATIVE DEFINITION

The “Contracting Officer’s Representative (COR)” is the on-the-ground administrator for the Contracting Officer.

### G.2.0 PROJECT INSPECTOR DEFINITION

“Project Inspector” means the person designated by the Government to perform, as needed, on-the-job Government inspection of work accomplished by the Contractor.

### G.3.0 RESPONSIBILITIES OF THE CONTRACTING OFFICER'S REPRESENTATIVE AND PROJECT INSPECTOR

G.3.1 The COR’s authorities and responsibilities are defined in the COR’s Designation Letter. The COR is authorized to clarify technical requirements, and to review and approve work which is clearly within the scope of work. The COR is NOT authorized to issue changes pursuant to the changes clause or to in any other way modify the scope of work.

G.3.2 The Project Inspector is responsible for checking the Contractor's compliance with the technical specifications, drawings, work schedule, and labor provisions at the site of the work.

### G.4.0 NOTICE TO PROCEED

G.4.1 After award of contract, the Government will issue to the Contractor a written notice to proceed. Issuance of the notice may be delayed for a reasonable time, at the discretion of the Government, if adverse soil, vegetative, or climatological conditions exist.

G.4.2 The Contractor shall perform no preliminary work prior to receipt of the written notice to proceed. Contract time starts on the effective date of the notice to proceed.

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

### H.1.0 PROSECUTION OF THE WORK

H.1.1 The capacity of the Contractor's plant, method of operation, and forces employed shall, at all times during the continuance of the contract, be subject to the approval of the Contracting Officer and shall be such as to assure the completion of the work within the specified period of time. To the extent stated in the specifications, the Contracting Officer shall have the right to select the sequence in which the individual work will be completed.

H.1.2 If work is seriously or chronically deficient, the Contractor's right to proceed may be suspended until the performance problems can be resolved and work may resume. The contract time will continue to run during any such period of suspension.

H.1.3 The Contracting Officer may, in writing, require the Contractor to remove from the work any employee found to be working in an unsafe manner.

### H.2.0 ENVIRONMENTAL INTERRUPTION OF WORK

H.2.1 Environmental - The Contracting Officer, by issuance of a suspend work order, may direct the Contractor to shut down any work that may be subject to damage due to weather conditions or fire danger. The Contractor will be given a resume work order which will document the date the work suspension ends. An allowance has been included in the contract time for short term environmental delays up to one day at a time. The count of contract time will therefore continue during work interruptions of one day or less, but the count of contract time will stop during work interruptions in excess of one day at a time. All periods of interruptions directed by the Government will be documented. The Contractor will not be entitled to additional monetary compensation for such suspensions regardless of duration.

H.2.2 Endangered Species - The Government may direct the Contractor to discontinue all operations in the event that listed or proposed threatened or endangered plants or animals protected under the Endangered Species Act of 1973, as amended, or Federal candidate (Category 1 and 2), sensitive or state listed species, identified under BLM Manual 6840, are discovered to be present in or adjacent to the project area. Actions taken under this paragraph shall be subject to the Suspension of Work clause in Section I, FAR 52.242-14.

### H.3.0 PRESERVATION OF HISTORICAL AND ARCHEOLOGICAL RESOURCES

If, in connection with operations under this contract, the Contractor, subcontractors, or the employees of any of them, discovers, encounters or becomes aware of any objects or sites of cultural value on the project area, such as historical or prehistorical ruins, graves or grave markers, fossils, or artifacts, the Contractor shall immediately suspend all operations in the vicinity of the cultural value and shall notify the



Government in writing of the findings. No objects of cultural resource value may be removed. Operations may resume at the discovery site upon receipt of written instructions. Actions taken under this paragraph shall be subject to the Suspension of Work clause in Section I, FAR 52.242-14.

#### H.4.0 SUBCONTRACTS

If the contractor desires to subcontract any work under the contract, it shall obtain the Contracting Officer's written consent. The request to subcontract shall contain the following information:

(a) Name of subcontractor

(b) Description and amount of supplies or services to be subcontracted. The Contractor shall insert in any subcontracts all applicable clauses contained in the contract.

#### H.5.0 RESTORATION OF RESOURCES

H.5.1 Cleanup - The Contractor is responsible for cleaning up all camp and worksites before leaving the area. Final payment may be withheld until the Contractor has complied with this requirement.

H.5.2 Access Roads - Public or private access roads damaged by the Contractor shall be restored, at his expense, to the same condition they were in at the commencement of work.

#### H.6.0 FIRE DANGER SEASON

If the Government allows the Contractor to continue work during periods of Closed Fire Season, the Contractor shall comply with all applicable State laws relating to fire prevention and with all special conditions of work as directed by the Government.

SECTION I - SERVICE CLAUSES (current through Federal Acquisition Circular 01-05)

**\* Asterisked clauses are included in full text.**

52.202-1*	Definitions	(DEC 2001)
52.203-3	Gratuities	(APR 1984)
52.203-5	Covenant Against Contingent Fees	(APR 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government	(JUL 1995)
52.203-7	Anti-Kickback Procedures	(JUL 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	(JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	(JAN 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Applicable to contracts exceeding \$100,000)	(JUN 1997)
52.204-4	Printed or Copied Double-Sided on Recycled Paper	(AUG 2000)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	(JUL 1995)
52.214-26	Audit and Records - Sealed Bidding	(OCT 1997)
52.214-27	Price Reduction for Defective Cost or Pricing Data - Modifications - Sealed Bidding	(OCT 1997)
52.214-28	Subcontractor Cost or Pricing Data - Modifications - Sealed Bidding.	(OCT 1997)
52.214-29*	Order of Precedence - Sealed Bidding	(JAN 1986)
52.216-18*	Ordering	(OCT 1995)
52.216-19*	Ordering Limitations	(OCT 1995)
52.216-22*	Indefinite Quantity	(OCT 1995)
52.219-6	Notice of Total Small Business Set-Aside (Applicable if so noted on Schedule of Items.)	(JUL 1996)
52.219-8	Utilization of Small Business Concerns	(OCT 2000)
52.219-14*	Limitations on Subcontracting (Applicable only if project is set aside for small businesses.)	(DEC 1996)
52.222-3	Convict Labor	(AUG 1996)
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	(SEP 2000)
52.222-21	Prohibition of Segregated Facilities	(FEB 1999)
52.222-26	Equal Opportunity	(FEB 1999)
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	(DEC 2001)
52.222-36	Affirmative Action for Workers with Disabilities	(JUN 1998)
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	(DEC 2001)
52.222-41	Service Contract Act of 1965, as Amended	(MAY 1989)
52.222-42*	Statement of Equivalent Rates for Federal Hires	(MAY 1989)
52.222-44	Fair Labor Standards Act and Service Contract Act-Price Adjustment	(FEB 2002)
52.223-6	Drug-Free Workplace	(MAR 2001)

52.223-14	Toxic Chemical Release Reporting (Applicable if contract exceeds \$100,000.)	(OCT 1996)
52.225-1	Buy American Act - Balance of Payments Program - Supplies	(FEB 2002)
52.225-13	Restrictions on Certain Foreign Purchases	(JUL 2000)
52.227-1	Authorization and Consent	(JUL 1995)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	(AUG 1996)
52.228-1*	Bid Guarantee (Applicable if bonds required. See Schedule of Items.)	(SEP 1996)
52.228-5	Insurance-Work on a Government Installation (Applicable if DIAR 1452.228-70 is included.)	(JAN 1997)
52.228-2	Additional Bond Security (Applicable if bonds required. See Schedule of Items.)	(OCT 1997)
52.228-11*	Pledges of Assets (Applicable if bonds required. See Schedule of Items.)	(FEB 1992)
52.228-14	Irrevocable Letter of Credit (Applicable if bonds required. See Schedule of Items.)	(DEC 1999)
52.229-3	Federal, State, and Local Taxes	(JAN 1991)
52.229-5	Taxes - Contracts Performed in U.S. Possessions or Puerto Rico	(APR 1984)
52.232-1*	Payments	(APR 1984)
52.232-8	Discounts for Prompt Payment	(FEB 2002)
52.232-9	Limitation on Withholding of Payments	(APR 1984)
52.232-11	Extras	(APR 1984)
52.232-17	Interest	(JUN 1996)
52.232-23	Assignment of Claims	(JAN 1986)
52.232-25*	Prompt Payment	(FEB 2002)
52.232-34*	Payment by Electronic Funds Transfer - Other Than Central Contractor Registration	(MAY 1999)
52.233-1*	Disputes -- Alternate I (DEC 1991)	(DEC 1998)
52.233-3	Protest After Award	(AUG 1996)
52.236-6*	Superintendence by the Contractor	(APR 1984)
52.236-7*	Permits and Responsibilities	(NOV 1991)
52.242-13	Bankruptcy	(JUL 1995)
52.242-14*	Suspension of Work	(APR 1984)
52.243-1*	Changes - Fixed-Price (AUG 1987) -- Alternate I	(APR 1984)
52.244-6	Subcontracts for Commercial Items	(MAR 2001)
52.245-4*	Government-Furnished Property (Short Form)	(APR 1984)
52.246-25	Limitation of Liability - Services	(FEB 1997)
52.248-1	Value Engineering	(FEB 2000)
52.249-4*	Termination for Convenience of the Government (Services) (Short form)	(APR 1984)
52.249-8*	Default (Fixed-Price Supply and Service)	(APR 1984)
52.252-2*	Clauses Incorporated by Reference	(FEB 1998)
52.253-1	Computer Generated Forms	(JAN 1991)

1452.203-70 Restriction on Endorsements - Department of the Interior  
1452.228-70\* Liability Insurance - Department of the Interior

(JUL 1996)  
(JUL 1996)

## SECTION I - CONTRACT CLAUSES

### 52.202-1 DEFINITIONS

(DEC 2001)

(a) Agency head or head of the agency means the Secretary (Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, unless otherwise indicated, including any deputy or assistant chief official of the executive agency.

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(e) Contracting Officer means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

### 52.214-29 ORDER OF PRECEDENCE - SEALED BIDDING

(JAN 1986)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

### 52.216-18 ORDERING

(OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued for three years from the date of award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, or by facsimile, or by electronic commerce methods only if authorized in the Schedule.

### 52.216-19 ORDER LIMITATIONS

(OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$25,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

(1) Any order for single item in excess of (See Schedule).

(2) Any order for a combination of items in excess of (See Schedule).

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within seven (7) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the fourth year from the date of award.

52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for a least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is Not a Wage Determination

Employee class	Monetary wage- Fringe benefits
[See Section J]	[See Section J]

52.228-1 BID GUARANTEE (SEP 1996)  
(Applicable if required on Schedule of Items.)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds - (1) to unsuccessful bidders as soon as practicable after the opening of bids; and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be 20 percent of the bid price.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

52.228-11 PLEDGES OF ASSETS (FEB 1992)  
(Applicable if bonds required. See Schedule of Items.)

(a) Offerors shall obtain from each person acting as an individual surety on a bid guarantee, a performance bond, or a payment bond-

- (1) Pledge of assets; and
- (2) Standard Form 28, Affidavit of Individual Surety.

(b) Pledges of assets from each person acting as an individual surety shall be in the form of-

(1) Evidence of an escrow account containing cash, certificates of deposit, commercial or Government securities, or other assets described in FAR 28.203-2 (except see 28.203-2(b)(2) with respect to Government securities held in book entry form) and/or;

(2) A recorded lien on real estate. The offeror will be required to provide-

(i) Evidence of title in the form of a certificate of title prepared by a title insurance company approved by the United States Department of Justice. This title evidence must show fee simple title vested in the surety along with any concurrent owner; whether any real estate taxes are due and payable; and any recorded encumbrances against the property, including the lien filed in favor of the Government as required by FAR 28.203-3(d);

(ii) Evidence of the amount due under any encumbrance shown in the evidence of title;

(iii) A copy of the current real estate tax assessment of the property or a current appraisal dated no earlier than 6 months prior to the date of the bond, prepared by a professional appraiser who certifies that the appraisal has been conducted in accordance with the generally accepted appraisal standards as reflected in the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation.

52.232-1 PAYMENTS (APR 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if -

(a) The amount due on the deliveries warrants it; or

(b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

52.232-25 PROMPT PAYMENT (Asterisks indicate omitted material.) (FEB 2002)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers



payment as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice Payments

(1) Due Date.

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

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(2)(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic Funds Transfer (EFT) banking information

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration, or 52.232-34, Payment by Other Than Electronic Funds Transfer - Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically without request from the contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

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(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

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(b) Contract Financing Payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER-- (MAY 1999)  
OTHER THAN CENTRAL CONTRACTOR REGISTRATION

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information.

(1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") by no later than 15 days prior to submission of the first request for payment. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment.

(1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

(1) The contract number (or other procurement identification number).

(2) The Contractor's name and remittance address, as stated in the contract(s).

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

(5) The Contractor's account number and the type of account (checking, saving, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.

(7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

#### 52.233-1 DISPUTES -- ALTERNATE I (DEC 1991)

(DEC 1998)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that

can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$50,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$50,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternate disputes resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the

rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

#### 52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

#### 52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

#### 52.242-14 SUSPENSION OF WORK (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

(c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension

order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

52.243-1 CHANGES - FIXED-PRICE (AUG 1987) - ALTERNATE I (APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) Description of services to be performed.
- (2) Time of performance (i.e. hours of the day, days of the week, etc.).
- (3) Place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

52.245-4 GOVERNMENT-FURNISHED PROPERTY (SHORT FORM) (APR 1984)

(a) The Government shall deliver to the Contractor, at the time and locations stated in this contract, the Government-furnished property described in the Schedule or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause when -

- (1) The Contractor submits a timely written request for an equitable adjustment; and
- (2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished property shall remain in the Government. The Contractor shall use the Government-furnished property only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industrial practice and will make such records available for Government inspection at all reasonable times, unless the clause at Federal Acquisition Regulation 52.245-1, Property Records, is included in this contract.



(c) Upon delivery of Government-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except -

- (1) For reasonable wear and tear;
- (2) To the extent property is consumed in performing this contract; or
- (3) As otherwise provided for by the provisions of this contract.

(d) Upon completing this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all Government-furnished property not consumed in performing this contract or previously delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as directed by the Contracting Officer.

(e) If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984)

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Government shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

(a) (1) The Government may, subject to paragraphs (c) and (d) below, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to -

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) below); or

(iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) below).

(2) The Government's right to terminate this contract under subdivisions (1)(ii) and (1)(iii) above, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess

costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as “manufacturing materials” in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.

(f) The Government shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Government may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

(h) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

## 52.252-2 CLAUSES INCORPORATED BY REFERENCE

(FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

[www.arnet.gov/far](http://www.arnet.gov/far).

1452.228-70 LIABILITY INSURANCE -- DEPARTMENT OF THE INTERIOR (JUL 1996)

(a) The contractor shall procure and maintain during the term of this contract and any extension thereof liability insurance in form satisfactory to the Contracting Officer by an insurance company which is acceptable to the Contracting Officer. The named insured parties under the policy shall be the Contractor and the United States of America. The amounts of the insurance shall be not less than as follows:

\$300,000 each person  
\$300,000 each occurrence  
\$300,000 property damage

(b) Each policy shall have a certificate evidencing the insurance coverage. The insurance company shall provide an endorsement to notify the Contracting Officer 30 days prior to the effective date of cancellation or termination of the policy or certificate; or modification of the policy or certificate which may adversely affect the interest of the Government in such insurance. The certificate shall identify the contract number, the name and address of the Contracting Officer, as well as the insured, the policy number and a brief description of contract services to be performed. The contractor shall furnish the Contracting Officer with a copy of an acceptable insurance certificate prior to beginning the work.

## SECTION J - LIST OF ATTACHMENTS/EXHIBITS

Wage Determination

Fire Requirements

Sample Task Order

Sample Task Order Vicinity Maps

Sample Noxious Weed Sighting Form

Noxious Weed Site List

## CLASSIFICATION AND WAGES OF GOVERNMENT EMPLOYEES

All Counties, Oregon

It is anticipated that the following classes of service employees will be utilized in the performance of work under this contract. If employed by the Federal Government, the wage scales and fringe benefits received under 5 USC 5341 would be indicated:

<u>Labor Classification</u> <u>Benefits</u>	<u>Basic Rate</u>	<u>Fringe</u>
Laborer, Helper (WG-3)	\$11.18	Life and Health
Truck Driver (WG-5)	\$12.51	Insurance partly paid by the Gov't
Licensed Commercial Applicator (GS-5)	\$12.76	- Retirement - Annual/Sick Leave

The classification shown above are the wages that would be paid to Federal employees. They are for comparison only and not the wage rates that apply to this project.

Contractors must pay at least the prevailing minimum wage rate to laborers and mechanics on Government projects. However, if a wage determination is contained in the bid package or contract, the wage rates that are contained therein apply to the project work.

## FIRE REQUIREMENTS PROCEDURES OUTLINE

This outline covers the fire protection requirements of a contractor or private party who performs service or construction contracts on BLM land. In western Oregon, the BLM allows Oregon Forest Law (ORS) and Oregon Administrative Rules (OAR) to apply to these operations on BLM lands rather than develop similar rules applicable only to BLM lands.

### 1. CLOSED FIRE SEASON

The closed fire season means that fire season has been declared. ORS 477.505 gives the State Forester the authority to establish the fire season. The authority has been delegated to the District Foresters around the state who issue public notices through the newspapers and radio when fire season will be closed for their individual districts. Closed fire season depends upon the drying of forest fuels, rainfall, and time of year. During the closed fire season, the following requirements must be met:

- C Fire tools must be on site;
- C Fire extinguisher must be in all vehicles;
- C Chainsaws must have a .023-inch mesh screen installed in the exhaust;
- C Only unmodified saws are to be used in the forest;
- C Approved spark arresters must be on all internal combustion engines;
- C Watchman service must be provided for 3 hrs after shutdown of power equipment for the day;
- C No smoking is permitted while working or traveling through any operations area in the forest;
- C No use of explosives is permitted unless approved by the State Forester's representative;
- C Permits to burn are required unless waived by a representative of the State Forester.

Changes or modifications to the above requirements are possible depending upon changes in State of Oregon law and requirements of the State Districts and Protective Associations.

### 2. FIRE PRECAUTION LEVELS

There are 4 fire precaution levels that begin with level 1 at the start of the closed fire season and can go through level 4 if conditions warrant. The fire precaution levels restrict certain forest operations as the fire danger increases. It is the responsibility of the individual operating on forest land to know the precaution level for the day and take the correct fire precautions. There are no precaution levels prior to the closed fire season. Each fire precaution level requires adherence to the restrictions applicable to all lower levels in addition to the limits placed by that level.

**Level 1** is the lowest level of fire danger usually occurring early in the season and perhaps again after significant rainfall during the season. All requirements listed above apply. Waivers may be issued by the State Districts or Protective Associations and these MUST be approved by the BLM. Waivers will only be considered if the conditions on the work site are not as severe as predicted. The requirements for fire tools on site, screens installed in saws, and fire extinguishers with saws will not be waived.

**Level 2** is the partial hootowl where saws can operate from first light in the morning until 1:00 p.m. in the afternoon. From 1:00 p.m. until the end of the day saws are to be shut down. Waivers for operating beyond the 1:00 p.m. shutdown will be evaluated on a site-by-site basis.

**Level 3** is the partial shutdown of all forest industrial operations and shuts down contractor operations with few exceptions. Waivers may be issued on a site-by-site basis.

**Level 4** is the general shutdown of all contractor operations. Waivers will not be issued. Landowners are permitted entry into their lands.

**ORS. 477.066** requires that an operator on forest land take immediate action to control and extinguish a fire on forest land. The contractor shall take this action and notify the BLM and the nearest State of Oregon District office immediately.

**OAR. 629-43-030** requires watchmen to be:

- C Physically capable and experienced in operating any firefighting equipment on site.
- C On duty for 3 hours after the shutdown of the last power-driven equipment for the day.
- C Furnished adequate facilities for transportation and communications in order to summon assistance if needed.
- C Patrolling and visually inspecting all sites where work was done during the day.

### **3. FIRE TOOLS REQUIRED DURING CLOSED FIRE SEASON**

The operator/contractor shall furnish fire tools to all personnel on site using the following combinations.

KIND OF TOOLS	NUMBER OF PERSONNEL										
	1- 4	5	6	7	8	9	10	11	12	13	14
NUMBER OF TOOLS REQUIRED											
Pulaskis	1	1	1	1	1	1	2	2	2	2	2
Shovels	2	2	2	3	3	3	3	4	4	5	5
Hazel hoes	1	2	3	3	4	5	5	5	6	6	6

In addition to the above handtools, the operator/contractor must provide a backpack pump can filled with water located with the tool box in a readily available area.

All shovels are to be size 0 or larger, long handled. All tools shall be sharp and ready for service. Fire extinguishers as follows:

- C For chainsaws - 8 oz. capacity by weight.
- C For vehicles - UL rating of at least 4 BC.

# SAMPLE TASK ORDER

To: Contractor's Name  
Address  
 \_\_\_\_\_  
 \_\_\_\_\_

From: Bureau of Land Management (952)  
Branch of Procurement Management  
P.O. Box 2965  
Portland, Oregon 97208

Contract No:  
Item Number(s):

Requesting Office: Lakeview District  
Task Order No:  
Task Order Date: April 29, 2002

ITEM NO.	UNIT	QTY	UNIT	UNIT PRICE/AC	TOTAL AMOUNT
<b>Noxious Weed Treatment Contract</b>					
<b>1A</b>	<b>Long Canyon Weed</b>	<b>10</b>	<b>AC</b>	<b>0.00</b>	<b>0.00</b>
<b>2B</b>	<b>South Sink Weed Site</b>	<b>0.1</b>	<b>AC</b>	<b>0.00</b>	<b>0.00</b>
<b>2C</b>	<b>Lost Forest WSA</b>	<b>1</b>	<b>AC</b>	<b>0.00</b>	<b>0.00</b>

PERFORMANCE TIME: May 6, 2002 through November 30, 2002

\*\*\*\*\*  
 Accounting and Appropriation Data:

\*\*\*\*\*

\_\_\_\_\_  
 Name of Task Order Requester

\_\_\_\_\_  
 Name of Supervisor/Budget Lead

\_\_\_\_\_  
 Task Order Requester's Signature

\_\_\_\_\_  
 Supervisor/Budget Lead Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date



**BLM - LAKEVIEW RESOURCE AREA  
NOXIOUS WEED SIGHTING REPORT FORM**

**NOXIOUS WEED SPECIES:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**GROWTH STAGE:**      SEEDLING      ROSETTE      BUD      FLOWERING      SEEDING

**SIZE OF INFESTATION:**      ACRES \_\_\_\_\_      SQ. METERS \_\_\_\_\_      SINGLE PLANT

**SITE TYPE:** \_\_\_\_\_ (roadside, ditch, water hole, riparian,  
rangeland, forest)

**G.P.S. READING (in UTM Coordinates):** \_\_\_\_\_

ZONE: 10      11

**TYPE OF G.P.S. UNIT USED:** \_\_\_\_\_

**DESCRIPTIVE LOCATION: PLEASE ATTACH MAP ALSO if possible**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LAND OWNERSHIP:**      BLM      PRIVATE      FS      STATE      FWS

**OBSERVER:** \_\_\_\_\_

**ADDITIONAL COMMENTS:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_